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# PROPOSAL

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ASBESTOS CONSULTING SERVICES  
PG INVESTMENT PROPERTY  
ST. LOUIS, MISSOURI

Prepared For:

PG INVESTMENTS  
St. Louis, Missouri

Prepared By:

GEOTECHNOLOGY, INC.  
St. Louis, Missouri

December 10, 1992

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Revised

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**GEOTECHNOLOGY INC.**  
ENGINEERING AND ENVIRONMENTAL SERVICES  
SAINT LOUIS • KANSAS CITY • CHICAGO

December 10, 1992

2293.01.2120

Revised

Mr. Phil Kootman  
PG Investments  
620 St. Cyr Road  
St. Louis, Missouri 63137

Subject: Proposal to Provide Asbestos Consulting Services  
PG Investment Property  
St. Louis, Missouri

Dear Mr Kootman:

Geotechnology, Inc. is pleased to provide you with this proposal to provide asbestos consulting services at the Branch Metal facility and selected areas of the PG Investment Property. This proposal consists of our understanding of the project, purpose for the proposed scope of services, a brief site description, schedule and basis of compensation, and other general terms and conditions.

**SITE DESCRIPTION AND PROJECT PURPOSE**

Branch Metal, a metals recycling business, currently occupies approximately 60,000 square feet of the near 110,000 square foot facility located at 620 St. Cyr Road, in St. Louis County. The building has been occupied by Branch Metals for approximately the past twelve years. The structure is located on a 36-acre tract which is owned by PG Investments. Branch Metal leases their space from PG Investments. An additional 100,000 square foot plus vacant warehouse is adjacent to Branch Metal.

Pursuant to our recent meeting of November 27, 1992, and subsequent walk-over of the property, the primary purpose of this scope of work is to assess for the presence of asbestos-containing building materials (ACBM) in the space currently occupied by Branch Metal. This will include suspect bulk material identification and ambient air monitoring. In addition, several samples of suspect ACBM will be taken from the boiler room of the adjacent property. Finally, asbestos-containing debris and abandoned ACM piping is present adjacent to large warehouse. Arrangements with a qualified asbestos abatement contractor will be made for removal, transporting, and disposal.

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### SCOPE OF WORK

- Review existing and available working drawings to note for usage of asbestos-containing building materials.
- Bulk sampling of approximately ten suspect asbestos-containing materials, noting material condition, and taking photographs.
- Submit samples to an accredited laboratory for analysis by polarized-light microscopy coupled with dispersion staining to identify presence of asbestos.
- Arrange and coordinate air monitoring at approximately six locations at predetermined locations within the Branch Metal facility. Perform air monitoring at two locations at the adjacent warehouse facility owned by PG Investments.
- Submit air monitoring samples to an accredited laboratory to perform phased contrast microscopy analysis.
- Review bulk and air sampling analysis results.
- Arrange for an asbestos abatement contractor to perform minor clean-up of asbestos-containing materials at several locations adjacent to the warehouse facility.
- Prepare a report documenting the results and giving general recommendations for asbestos encapsulation or removal along with additional personal health and safety recommendations, as required.

### SCHEDULE & BASIS OF COMPENSATION

Geotechnology, Inc. is prepared to begin providing the aforementioned scope of services immediately, upon receiving your written acceptance of this proposal. We anticipate performing the sampling, obtaining analytical results, and finalizing a report within ten days of beginning the project. Verbal results will be given upon receiving the analytical results.

We propose to perform the scope of services on a time and materials basis. We estimate the field, bulk sample analysis and reporting services will be approximately Two Thousand Two Hundred Dollars (\$2,200.00). This estimate is based on taking 10 bulk and 6 air samples, respectively. Billing will be in accordance with the attached fee schedule. If the scope of work changes, affecting the proposed amount, we will notify you prior to performing additional work. Billing of the air monitoring and abatement services will be directly to PG Investments by the selected firms.

### SITE ACCESS

By execution of this Agreement, PG Investments grants or agrees to obtain access to the site for all equipment and personnel necessary for Geotechnology to perform the aforementioned scope of services.

### REPORT LIMITATIONS

Our report will consist of a review of the information collected as described in the scope of services, and will conclude with our professional opinion as to your environmental exposure relative to the presence of asbestos at the Branch Metal facility and PG Investment property, and give general recommendations to reduce any potential environmental exposure. Geotechnology will not be able to represent that the site contains additional hazardous materials, waste, petroleum product, or other latent condition beyond those observed by Geotechnology during the site assessment. We understand that you are interested in selling the property that is currently vacant. We would be pleased to address other existing environmental issues as required at the appropriate time.

Additional work and expertise beyond that given in the scope of work are required if the report is to be used for other purposes.

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Geotechnology appreciates the opportunity to serve you. If this proposal is acceptable to you, you may authorize us to proceed by signing on the space provided on Page 6 of the attached Terms for Geotechnology's Services and returning one signed copy for our files. If you issue a purchase order, please attach it to a copy of the Terms. We also request that clients new to Geotechnology complete and return the attached Client Project Data Sheet. Please contact Mr. Ron Eckelkamp, P.E., or me if you have any questions.

Very truly yours,

GEOTECHNOLOGY, INC.



W. Gary Simmons  
Project Manager

WGS:wgs/tlp

Attachments: Fee Schedule  
Terms for Geotechnology's Services

cc: Mr. Mike Kootman; Branch Metals

## FEE SCHEDULE

### 1. PROFESSIONAL SERVICES BY STAFF AND PRINCIPALS

Fees for services are based on the number of hours expended on project, including travel; by professional, technical, and clerical personnel. The fee will be computed by multiplying the number of hours worked by each class of personnel by the hourly rate listed below for that class or category:

<u>Personnel Classification</u>	<u>Hourly Rates**</u>
Principal, Operations Manager	\$95 - \$115
Associate, Program or Project Manager	\$80 - \$100
Principal Engineer/Scientist, Senior Project Engineer/Scientist	\$75 - \$85
Senior Engineer/Scientist, Project Engineer/Scientist	\$65 - \$75
Staff Engineer/Scientist	\$55 - \$65
Engineer/Scientist	\$45* - \$55*
Technician/Draftsperson	\$35* - \$40*
Word Processor	\$30* - \$35*

\* For overtime work, rates will be 30 percent greater.

\*\* For emergency service, expert witness, and litigation, rates will be 50 percent greater. Rates include cost of general health and safety training and monitoring for technical personnel.

### 2. REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 15 percent. These expenses include subcontracts and such items as out of town travel expenses, long distance telephone charges, use of rental cars, job related supplies and instruments, special fees and permits, health and safety equipment, printing and reproduction, premiums for additional or special insurance where required, etc.

### 3. LABORATORY TESTING

Laboratory soil testing will be charged based on our standard unit prices or on a time and expense basis based on rates given in items 1 and 2 above. A copy of our standard unit prices for laboratory testing, if applicable, is available upon request. Analytical testing will be subcontracted to an EPA approved laboratory and will be charged based on Item 2 above.

### 4. EQUIPMENT

Charges for major owned equipment used on a project will be based on our standard unit rates for the equipment. A copy of our standard unit rates for the equipment is given on the reverse side of this schedule.

### 5. RATE ADJUSTMENT

Rates given on this Fee Schedule are for work performed through the 1992 calendar year. For work performed in calendar year 1993, rates in effect for that year will apply.

**EQUIPMENT AND SUPPLIES SCHEDULE**  
**Drill Rig, Support Vehicles, and Equipment**  
**Rates and Charges**

**1. Drilling Equipment (w/2-Man Crew)\***

<u>Item</u>	<u>Unit Rate</u>
Mobil B-24	125.00/hr
CME 55, 75, 550, 750	135.00/hr
Schramm T-64 Air Rotary	180.00/hr
Additional Crew Laborer	35.00/hr

**2. Support Vehicles**

<u>Item</u>	<u>Unit Rate</u>
Water Truck	100.00/day
4-Wheel Drive Water Truck	150.00/day
Boom Truck	150.00/day
Box Truck	100.00/day
Vehicle for Field Monitoring	0.50/mile
Minimum Charges:	
4-Wheel Drive Vehicles and Vans	40.00/day

**3. Drilling Support Equipment**

<u>Item</u>	<u>Unit Rate</u>
Generator	50.00/day
Steam Cleaner	100.00/day
Centrifugal Pump	25.00/day
Cement Mixer	50.00/day
Submersible Pump and Generator	125.00/day
Welder	25.00/day
Grout Plant	100.00/day
Air Compressor	100.00/day
Concrete Coring Machine	100.00/day
6-1/4 inch or 8-1/4 inch Hollow Stem Augers	200.00/day

**4. Monitoring/Testing Equipment**

<u>Item</u>	<u>Unit Rate</u>
MMC Oil-Water Interface Probe	35.00/day
Draeger Multi-Warm (O <sub>2</sub> , CO, LEL)	40.00/day
Explosimeter	25.00/day
Photo Tip I PID OVA	50.00/day
Photo Tip II PID OVA	60.00/day
Micro Tip PID OVA	70.00/day
Gossen GEOHM-3 Resistivity Mtr	50.00/day
Bison 2-Channel Refraction Seismograph	50.00/day
Photovac 10S50 Portable G.C.	200.00/day
Hermit Data Logger and Software	80.00/day

**4. Monitoring/Testing Equipment (continued)**

<u>Item</u>	<u>Unit Rate</u>
Cellular Phone	10.00/day
Temperature Probe	10.00/day
Zenith Portable Computer	50.00/day
Portable Fume Hood	50.00/day
Walkie-Talkies (Non-explosion proof)	20.00/day
Metal Detector	
Single Antenna	25.00/day
Metal Detector	
Send and Receive	50.00/day
Nuclear Gauge for Fill Control	40.00/day
PH Probe	10.00/day
Dissolved Oxygen Meter	10.00/day
Water Level Indicator	15.00/day
Precise Survey and Level	100.00/day

**5. Protective Equipment**

<u>Item</u>	<u>Unit Rate</u>
Level A Protective Equip.	250.00/day/man <sup>b</sup>
Level B Protective Equip.	150.00/day/man <sup>b</sup>
Level C Protective Equip.	
Tyvek	80.00/day/man
Level C Protective Equip.	
Saranex	105.00/day/man
Level D Protective Equip.	20.00/day/man
Gloves, Cotton	1.00/pair
Gloves, Latex	5.00/pair
Gloves, Solvex	3.50/pair
Boot Replacement	Cost + 25 %
Duct Tape	5.00/roll

**6. Supplies**

<u>Item</u>	<u>Unit Rate</u>
Sample Containers	
40 ml VOA	2.50/each
125 ml	3.00/each
250 ml	4.00/each
500 ml	4.25/each
950 ml	7.50/each
Sample Coolers	
I-Chem	12.00/each
Small Playmate	5.00/day
Large Coleman	10.00/day
Sample Collection Devices	
Bailers - Plastic Disposable	7.00/day
Bailers - PVC	2.00/day
Bailers - Stainless	5.00/day
Coliwasa - Plastic	2.00/day
Coliwasa - Glass	5.00/day
Coliwasa - Teflon	5.00/day
Drum Thief - Glass	1.00/day

**7. Remediation Equipment**

<u>Item</u>	<u>Unit Rate</u>
Carbon Filter Unit	0.40/gallon
	(500/day minimum)

\* Overtime premium, add \$15.00 per hour, per man.

<sup>b</sup> Plus mobilization and health and safety support personnel.

## TERMS FOR GEOTECHNOLOGY'S SERVICES

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### 1 - THE AGREEMENT

- a. This AGREEMENT is made by and between: Geotechnology, Inc., hereinafter referred to as GEOTECHNOLOGY, and PG Investments hereinafter referred to as CLIENT.
- b. The AGREEMENT between the parties consists of these TERMS, the attached PROPOSAL identified as Proposal No. 2293.01.2120 Revised, dated December 10, 1992, and any exhibits or attachments noted in the PROPOSAL. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

### 2 - STANDARD OF CARE

- a. CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by GEOTECHNOLOGY will be based solely on information available to GEOTECHNOLOGY. GEOTECHNOLOGY is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- b. Services performed by GEOTECHNOLOGY under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the geotechnical and environmental services profession practicing contemporaneously under similar conditions in the locality of the project. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of our services.

### 3 - SITE ACCESS AND SITE CONDITIONS

- a. CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for GEOTECHNOLOGY to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted GEOTECHNOLOGY free access to the site. GEOTECHNOLOGY will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the PROPOSAL.
- b. Unless indicated otherwise in the PROPOSAL, CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. GEOTECHNOLOGY will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against GEOTECHNOLOGY, and agrees to defend, indemnify, and hold GEOTECHNOLOGY harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, CLIENT agrees to compensate GEOTECHNOLOGY for any time spent or expenses incurred by GEOTECHNOLOGY in defense of any such claim, with compensation to be based upon GEOTECHNOLOGY's prevailing fee schedule and expense reimbursement policy.

### 4 - SAMPLE DISPOSAL

- a. GEOTECHNOLOGY will dispose of all remaining soil and rock samples sixty (60) days after submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT's expense upon CLIENT's prior written request.



## 5 - MONITORING

- a. If GEOTECHNOLOGY is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the PROPOSAL, then this paragraph applies. For the specified assignment, GEOTECHNOLOGY will report observations and professional opinions to CLIENT. No action of GEOTECHNOLOGY's site representative can be construed as altering any AGREEMENT between CLIENT and others. GEOTECHNOLOGY will report to CLIENT any observed conditions related to services for which GEOTECHNOLOGY has been retained to perform which, in GEOTECHNOLOGY's professional opinion, does not conform with plans and specifications. GEOTECHNOLOGY has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, GEOTECHNOLOGY's presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.
- b. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement of CLIENT, or safety precautions and programs incident thereto.

## 6 - BILLING AND PAYMENT

- a. CLIENT will pay GEOTECHNOLOGY in accordance with the procedures indicated in the PROPOSAL and its attachments. Invoices will be submitted to CLIENT by GEOTECHNOLOGY, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify GEOTECHNOLOGY in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. The absence of written notification described above, shall constitute an unqualified acceptance of the invoice amount due and payable, and waiver by CLIENT of all claims with respect thereto.
- b. Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. All time spent and expenses incurred (including any attorney's fees and/or collection fees) in connection with collection of any delinquent amount will be paid by CLIENT to GEOTECHNOLOGY per GEOTECHNOLOGY's current fee schedules. In the event CLIENT fails to pay GEOTECHNOLOGY within sixty (60) days after invoices are rendered, CLIENT agrees that GEOTECHNOLOGY will have the right to consider the failure to pay GEOTECHNOLOGY's invoice as a breach of this AGREEMENT.

## 7 - TERMINATION

- a. This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, GEOTECHNOLOGY will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

## 8 - RISK ALLOCATION - PROFESSIONAL LIABILITY

The provisions of this section apply to professional liability and not general liability.

## 8 - RISK ALLOCATION - PROFESSIONAL LIABILITY (Cont'd.)

- a. Many risks potentially affect GEOTECHNOLOGY by virtue of entering into this AGREEMENT to perform its services on behalf of CLIENT. The principal risk is the potential for human error by GEOTECHNOLOGY. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with GEOTECHNOLOGY's liability, CLIENT agrees to limit GEOTECHNOLOGY's liability to CLIENT and to all other parties for claims arising out of GEOTECHNOLOGY's performance of the services described in this AGREEMENT. The aggregate liability of GEOTECHNOLOGY will not exceed The Fee for negligent professional acts, errors, or omissions, and CLIENT agrees to indemnify and hold harmless GEOTECHNOLOGY from and against all liabilities in excess of the monetary limit established above. In the event that you are unwilling or unable to limit our professional liability to the above referenced sum, we will waive this limitation upon written request at the time of acceptance of this agreement; provided that you agree to pay for this waiver an additional consideration of four percent (4%) of our total fee, or \$500, whichever is greater.
- b. Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join GEOTECHNOLOGY as a third-party defendant. Parties means CLIENT and GEOTECHNOLOGY and their officers, employees, agents, affiliates, and subcontractors.
- c. Both CLIENT and GEOTECHNOLOGY agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

## 9 - DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- a. CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed GEOTECHNOLOGY of CLIENT's findings relative to the possible presence of such materials.
- b. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. GEOTECHNOLOGY and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. GEOTECHNOLOGY and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for GEOTECHNOLOGY to take immediate measures to protect health and safety. CLIENT agrees to compensate GEOTECHNOLOGY for measures taken to protect health and safety and/or any equipment decontamination or other costs incidental to the discovery of unanticipated hazardous materials.
- c. GEOTECHNOLOGY agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold GEOTECHNOLOGY harmless for any and all consequences of disclosures made by GEOTECHNOLOGY which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- d. Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against GEOTECHNOLOGY and, to the maximum extent permitted by law, agrees to defend, indemnify, and save GEOTECHNOLOGY harmless from any claim, liability, and/or defense costs for injury or loss arising from GEOTECHNOLOGY'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any costs associated with possible reduction of the property's value.
- e. CLIENT will be responsible for ultimate disposal of any samples secured by GEOTECHNOLOGY which are found to be contaminated.

## 10 - DISPUTES RESOLUTION

- a. All claims, disputes, and other matters in controversy between GEOTECHNOLOGY and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and GEOTECHNOLOGY have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedure is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation. Notwithstanding any other provision of the Agreement, GEOTECHNOLOGY shall have, in addition to any other right or option set forth herein, the right to proceed in creating a lien upon the building or other improvements and upon the real estate on which the building or improvements are situated for the work and labor done and the labor and materials furnished on and to said real estate and to enforce its mechanic's lien pursuant to all rights and remedies available to it under law.
- b. If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:
  - (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where GEOTECHNOLOGY's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
  - (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

## 11 - GOVERNING LAW AND SURVIVAL

- a. The law of the State of Missouri will govern the validity of these TERMS, their interpretation and performance.
- b. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

## 12 - FUTURE SERVICES

- a. All future services including, but not limited to; review of plans and specifications, construction monitoring and post-construction work, rendered by GEOTECHNOLOGY at CLIENT'S request for the project described in the PROPOSAL shall be conducted under the terms of this agreement.

## ADDITIONAL TERMS FOR ENVIRONMENTAL SERVICES

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## 13 - ADDITIONAL TERMS

The following additional terms (Items 14 through 17) become operative for GEOTECHNOLOGY's services for Site Environmental Assessments and/or Contaminated Sites, when the site on or for which our services are provided is known or found to contain environmentally unsafe substances, such as, but not limited to, hazardous and/or toxic contaminants, or materials and wastes regulated under 40 and 49 Code of Federal Regulations.

## 14 - JOBSITE

- a. CLIENT shall furnish or cause to be furnished to GEOTECHNOLOGY all documents and information known to CLIENT that relate to the identity, location, quantity, nature or characteristics of any hazardous waste at, on or under the site. In addition, CLIENT will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface and subsurface site conditions required by GEOTECHNOLOGY for proper performance of its services. GEOTECHNOLOGY shall be entitled to rely upon the provided documents and information in performing the services required under this AGREEMENT; however, GEOTECHNOLOGY assumes no responsibility or liability for their accuracy or completeness. Documents provided by CLIENT will remain CLIENT'S property.
- b. Unless indicated otherwise in the PROPOSAL, the client will be responsible for the development of a site health and safety plan and for conducting health and safety meetings as prescribed by 29 CFR 1910.120.
- c. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY will not supervise or control the work of contractors or their subcontractors working under contract with others. GEOTECHNOLOGY's services will not include a review or evaluation of such contractor's (or subcontractor's) safety measures, or their compliance with the appropriate federal, state and local regulations.
- d. Unless indicated otherwise in the PROPOSAL, GEOTECHNOLOGY shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of GEOTECHNOLOGY or its employees or its subcontractors on a site shall imply that GEOTECHNOLOGY controls the operations of others, nor shall this be construed to be acceptance by GEOTECHNOLOGY of any responsibility for jobsite safety.

## 15 - DISPOSAL OF CONTAMINATED MATERIAL

- a. It is understood and agreed that GEOTECHNOLOGY is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances of constituents found or identified at the site.

## 16 - CONTAMINATED EQUIPMENT AND CONSUMABLES

- a. Any of GEOTECHNOLOGY's field or laboratory equipment that becomes contaminated by hazardous materials encountered at the project site must be decontaminated and contaminated consumables must be disposed of properly. CLIENT agrees to remunerate GEOTECHNOLOGY for costs associated with decontamination of equipment and disposal and replacement of contaminated consumables. In some instances, the fair market value of a piece of equipment, were it not contaminated, together with the cost of properly transporting and disposing of the equipment, may be less than the cost of decontamination. In such instances, GEOTECHNOLOGY shall notify CLIENT.
- b. CLIENT has the option of paying for decontamination, or purchasing the equipment at its fair market value immediately prior to contamination. If CLIENT elects to purchase equipment, CLIENT and GEOTECHNOLOGY shall enter into a specific agreement for that purpose. For purposes of this AGREEMENT, any equipment that cannot be decontaminated shall be considered a consumable.

## 17 - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT shall indemnify, defend and hold harmless GEOTECHNOLOGY and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services or work of GEOTECHNOLOGY, or any claims against GEOTECHNOLOGY arising out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere, or on, onto, upon, in or into the surface or subsurface of (a) soil, (b) water or water sources, (c) objects, or (d) any tangible or intangible matter, whether sudden or not. Such indemnification shall not apply to claims, damages, losses or expenses which are finally determined to result from willful or reckless disregard by GEOTECHNOLOGY of its obligations under this AGREEMENT.


## 18 - SIGNATURES

- a. The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

PG Investments

Geotechnology, Inc.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
(Type or Print Name)

By: M. Mike Alizadeh, P.E.

Position \_\_\_\_\_

Position: President

Date \_\_\_\_\_

Date: December 10, 1992